

CHICAGO AND



TRANSPORTATION COMPANY

JOAN A. SCHRAMM
J.S. EDWARDS
FRANCES L. TURNER
ASSISTANT SECRETARIES

DIRECT DIAL NUMBER
312/454-6535

RECORDATION NO. 7085-B FILE 1425

June 30, 1981

JUL -1 1981 -11 10 AM

File No. A-8589

INTERSTATE COMMERCE COMMISSION

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No. [REDACTED]
Date JUL 1 1981
Fee \$ 10.00
ICC Washington, D. C.


Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly 20c) of the Interstate Commerce Act, as amended, enclosed for recordation are Counterparts of Release and Bill of Sale dated as of June 16, 1981 for equipment under Conditional Sale Agreement dated as of June 18, 1973 between North Western Leasing Company and Chicago and North Western Transportation Company and Agreement and Assignment dated as of June 18, 1973 between North Western Leasing Company and Continental Illinois National Bank and Trust Company of Chicago which was assigned Recordation No. 7085.

Enclosed is our check in the amount of \$10.00 to cover your recording fee. Please retain one Counterpart for your files and return the remaining Counterparts each showing your recordation data.

This is a Final Release!

Sincerely,


J. S. Edwards
Assistant Secretary

JSE/baf
Encl.

cc: R. D. Smith
G. R. Charles A-183
R. R. DeWitt
D. E. Stockham
R. F. Guenther

RECEIVED
JUL 1 11 02 AM '81
FEE OPERATION BR.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

J. S. Edwards
Chicago & NorthWestern Trnsp. Co.
400 West Madison Street
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/1/81 at 11:10AM , and assigned re-
recording number(s). 7085-B, & 7092-A

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

JUL -1 1981 -11 10 AM
INTERSTATE COMMERCE COMMISSIONRELEASE AND BILL OF SALE

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of June 18, 1973 between NORTH WESTERN LEASING COMPANY, a Delaware corporation (hereinafter called "Seller") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter called "Railroad"), Seller agreed to sell and Railroad agreed to buy 10 Diesel Electric Locomotives and 34 70-ton 2003 cubic foot Covered Hopper Cars described on Schedule A attached to the Agreement; (hereinafter referred to as "Equipment"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of June 18, 1973, between Seller and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Assignee"), Seller assigned and transferred all right, title and interest under the aforesaid Conditional Sale Agreement and all right, title and interest to said Equipment to Assignee; and

WHEREAS, by Release and Bill of Sale dated October 13, 1977, the Assignee conveyed to Railroad three E-8 diesel electric locomotives, Railroad Nos. 501, 503 and 505 free and clear of all liens, encumbrances and security interests created by or arising under Conditional Sale Agreement and Agreement and Assignment; and

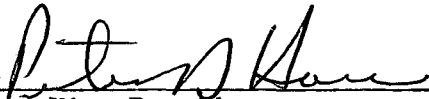
WHEREAS, Assignee has received from Railroad full payment of all indebtedness in respect to the purchase price of the Equipment due under said Conditional Sale Agreement and Agreement and Assignment and the conditions and obligations of Railroad with respect to the Equipment have been satisfied in full;

NOW, THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railroad, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, the Equipment, TO HAVE AND TO HOLD the Equipment unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Conditional Sale Agreement and Agreement and Assignment.

Assignee does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Assignee or arising out of any act, obligation or liability on its part. The Assignee hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Assignee.

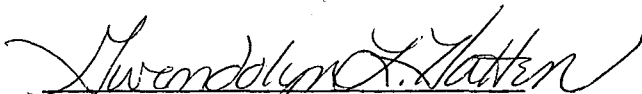
IN WITNESS WHEREOF, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Banking Officers, this 16 day of Jan, A. D. 1981.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By 
Vice President

(Seal)

ATTEST:


Banking Officer

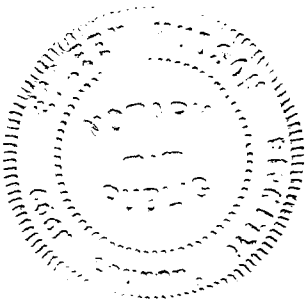
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Eileen Hudson, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein DO HEREBY CERTIFY that Peter D. Horne and Herendolyn Nutter, to me personally known and known to me to be, respectively, a Vice President and a Banking Officer of Continental Illinois National Bank and Trust Company of Chicago and the identical persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, a Vice President and a Banking Officer of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 17th day of June, A. D. 1981.

Eileen Hudson
Notary Public

MY COMMISSION EXPIRES
OCTOBER 11, 1982



SCHEDULE A

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CONDITIONAL SALE AGREEMENT

Dated as of
June 18, 1973

Between

NORTH WESTERN LEASING COMPANY

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Railroad's System Number</u>	<u>Original Final Cost</u>
34	70-ton 2003 Cubic Foot Capacity Covered Hopper Cars (Continued)	4079	\$ 5,521.63
		4080	5,521.63
		4081	5,521.63
		4082	5,521.63
		4083	5,521.63
		4084	5,521.63
		4085	5,521.63
		4086	5,521.63
		4087	5,521.63
		4088	5,521.63
		4089	5,521.63
		4090	5,521.63
		4091	5,521.63
		4093	5,521.63
		4094	5,521.63
	Total Covered Hoppers		\$ 187,775.95
	Total Equipment		\$ 916,842.95